

VERSION WITH MARKINGS TO SHOW CHANGES MADE

21. (Thrice Amended) A package of individual disposable transparent covers of a predetermined size in length and width for protecting the sterility of a keyboard of a computer, each said cover comprising at least one flat and transparent planar sheet of pliable plastic film of uniform thickness and a predetermined size in length and width to contact and protect an entire upper surface of a keyboard, said sheet inhibiting any unintentional contact between a keyboard and fingers of an operator while not impeding an operator's ability to manipulate a keyboard in a speedy and accurate manner.

31. (Amended) The package of Claim 30 wherein said top edge portions of said sheets adjacent said at least one open short side edge portions is open to generally [its] a midpoint of said top edge portions.

32. (Thrice Amended) An individual disposable transparent cover having a predetermined size in length and width for protecting the sterility of a keyboard of a computer, comprising a flat and transparent planar sheet of pliable plastic film of uniform thickness and a predetermined size in length and width to contact and overlie an entire upper surface of a keyboard, said sheet inhibiting any unintentional contact between a keyboard and fingers of an operator of a keyboard while not impeding an operator's ability to manipulate a keyboard in a speedy and accurate manner.

41. (Amended) A disposable transparent cover individually formed and having a predetermined size for protecting the sterility of a keyboard of a computer, said cover comprising two identical flat transparent planar sheets of pliable plastic film of a predetermined size to protect an entire upper and bottom surface of a keyboard, said sheet inhibiting any unintentional contact between a keyboard and fingers of an operator of a keyboard while not impeding an operator's ability to manipulate a keyboard in a speedy and accurate manner, and each sheet having an elongated top edge portion, an elongated bottom edge portion, and two short side edge portions, said sheets being fastened together along said bottom edge portion of each said sheet so as to envelop entire upper and bottom surfaces of a keyboard.

REMARKS

1-2. Claims 31 and 32 have been amended to correct the identified informalities to render Claims 31(Amended), 32(Amended)-38 definite and to clarify the language thereof.

3-4. Claims 21, 24-26, 32, and 35-37 as presently amended are not anticipated by the IBM reference. Claims 21(Twice Amended) and 32(Twice Amended) have now been further amended to recite a “flat and transparent planar sheet of pliable plastic film” (emphasis added) to clearly distinguish over the cited art which discloses no such structure. Moreover, the IBM reference does not recite “at least one sheet” nor does it recite or suggest a “film” material, as does the present invention.

It is important to recognize that the IBM reference is “conformal” to the hand held tablet device therein whereas the present application employs a “film” that overlies the partly covered equipment. In addition, it is not clear that the keyboard of a device carried within the cover of the IBM reference could be operated. The reference specifically discusses the use of a “proximity stylus device for input, instead of a keyboard” p.125, 3rd paragraph (emphasis added). Moreover, it appears to depend on the use of “recessed membrane-type switches 16” for operation. The very fact that the IBM reference teaches that its cover 10 may be manufactured by a process currently used to make surgical gloves would lead one having ordinary skill in the art away from applicants’ invention and far afield from the approach of Richardson 5,944,432, for example. The IBM reference shows in FIG. 1 a cover 10 that can be rolled down to apply the cover or rolled up to remove the cover from a handheld computer. To stretch any teaching of such reference as being an anticipation of applicants’ claimed invention is believed to be highly improper and not in accord with Office practice and certainly not after applicants’ sincere attempts at prior prosecution and appeal and seeking to conduct interviews with the Examiner to resolve issues, which for some reason never transpired.

Applicants’ submit that the IBM reference is much less pertinent than the dropped reference to Richardson and upon reconsideration applicants believe that the Examiner will agree therewith and withdraw the 35 U.S.C.102 (b) rejection on the IBM reference.

With respect to Claims 24 and 35, applicant reiterates the arguments made hereinabove with regard to Claim 21 as now amended. The IBM reference teaches a preformed three-dimensional cover and not a “sheet”.

With respect to Claims 25 and 36, the IBM reference does not teach a "sheet" at all.

With respect to Claims 26 and 37, the IBM reference does not disclose a "sheet" but a preformed three-dimensional cover.

Moreover, Claims 24, 25, 26, 35, 36 and 37, all as amended, now depend on respective independent Claims 21(Thrice Amended) and 32(Thrice Amended).

Finally, it is important to note that Claims 21, 32, and 41 as presently amended specifically recite that the cover has a structure designed to inhibit any unintentional contact between a keyboard and the fingers of an operator and also to not impede an operator's ability to manipulate a keyboard in a speedy and accurate manner. The cited art does not disclose that the material used is even capable of performance in a similar manner.

Accordingly, Claims 21(Thrice Amended), 24(Twice Amended), 25(Amended), 26(Amended), 32(Thrice Amended), 35-38 are not anticipated by the IBM reference.

5-6. Claims 28-30 and 41-42 are not believed to be obvious in light of the IBM reference and LaFond '829. With regard to Claim 28, LaFond '829 teaches a single closed bag that includes a tear-off strip that is used to open the bag. LaFond '829 is only a bag after it has been opened. Moreover, there is no evidence of record that a person having ordinary skill in the art would even look to LaFond '829 for a teaching as to how to make a computer keyboard cover. As to conventional sandwich bags, there are so many different types, applicants are unable to fully comprehend the structure of such bags. Many have overlying flaps or flanges affixed along the side edges, other have zip lock features, etc. The bags of LaFond are made of heavy-gauge transparent polyethylene (col.3, lines 47-49), which likely would be unsuitable for even the IBM cover due to its lack of the elasticity apparently required by the IBM cover.

In addition, the IBM reference does not teach the use of two identical sheets to form the cover as the Examiner acknowledges. Indeed, the IBM reference specifically teaches away from such construction as discussed therein in paragraph 3 on page 126. Persons having ordinary skill in the art would not at all look to LaFond to find a way to form the cover of the IBM reference from two identical sheets nor would the knowledge of the IBM reference lead one having ordinary skill in the art to look to sandwich bag art.

With regard to Claims 29-30, applicant repeats the arguments in this paragraph regarding Claim 28. The sealed pouch of LaFond and the closely conformal pouch of the IBM reference that

is rolled up or down over a box-like hand-held computer unit have nothing in common. Applicants' maintain that one having ordinary skill in the art would not look to the unrelated art of the other to combine them without viewing applicants' invention by hindsight.

Finally, Claims 21 and 41 as presently amended allow for operation of a computer keyboard in the normal manner with the cover installed thereon. As discussed hereinabove, the IBM reference teaches away from such usage and there is nothing disclosed in LaFond to suggest that the device therein or that a sandwich bag could be used in a manner to cover a computer keyboard.

7. Claims 32-34 as presently amended are not believed to be obvious in light of Campoli '573 and Carter '122. Campoli's '573 disclosure indicates that a sheet of transparent film can be used over a keypad 70 of a dispensing system but as the Examiner acknowledges, the disclosure does not in any way suggest how it might be attached, or even that it should be attached at all. Carter '122 discloses a clear plastic lid designed to prevent any operation of a protected keypad and it is the frame that carries the lid that is attached to a surface surrounding the protected keys and not the lid. One having ordinary skill in the art would not look to Carter '122 for a teaching or suggestion that a sheet, only mentioned in passing in Campoli '573, should be attached via a frame that Campoli does not disclose or even suggest. Applicant believes that Campoli '573 and Carter '122 cannot be properly combined to teach or suggest the present invention as set forth in Claims 32(Thrice Amended)-34.

8. Claims 21-23 as presently amended are not believed to be obvious in light of Campoli '573, Carter '122, and the IBM reference. As discussed hereinabove in paragraph 7, applicants' do not believe that Campoli and Carter can be properly combined to teach or suggest the claimed invention.

With regard to the IBM reference, the teaching of a package of disposable covers does not teach or suggest the package according to the present invention particularly given that Carter and Campoli are improperly combined in an attempt to show that a single cover according to the present invention is obvious.

Accordingly, Claims 21(Thrice Amended), 22(Amended), and 23(Amended) are believed to be patentable over the applied prior art.

9. In summary, Claims 21-26, 28-30, 32-37 and 41-42 as presently amended are neither anticipated nor obvious in light of the cited art in any appropriate consideration or combinations as discussed hereinabove.

10-11. The allowable subject matter of Claims 27, 31, and 38 is acknowledged.

12. The other cited art is noted and are not believed to be pertinent to the claims set forth herein.

13. A telephone interview is respectfully requested to resolve any remaining issue prior to any further or final action on the merits.

Respectfully submitted,


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